



## MONTANA DEPARTMENT OF CORRECTIONS HOUSING LEASE AGREEMENT

The State of Montana, Department of Corrections, (herein "Department") hereby agrees to enter into a lease agreement with \_\_\_\_\_, an employee (herein "Employee") of the Department of Corrections, or the Montana State Prison Division, or Montana Correctional Enterprise Division.

The residence is located at \_\_\_\_\_.  
The right to occupy this housing unit is conditioned upon employment with the Department or one of its divisions.

**TERM:** The term of this lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall end when the Employee is no longer employed by the Department or one of the Department's divisions, or terminated for one of the reasons contained in this housing agreement.

**RENT:** The Department and employee agree to one of the following:

\_\_\_\_\_ The Employee is not required to make a rent payment because the housing is a condition of his/her employment with the Department in accordance with *DOC 2.3.1, Staff Housing* based on key management and supervisory responsibilities and oversight of facility operations and industries. The Employee is required to activate and pay applicable utility services to include water, sewer, garbage, natural gas, propane, and electricity and pay deposits required of any such utilities. The Employee is required to pay a monthly maintenance fee in the amount of \$\_\_\_\_\_ to cover the routine maintenance of dwelling including, but not limited to, repairs to keep the premises in a fit and habitable condition, upkeep to comply with building, housing, and safety codes; and maintenance to keep electrical, plumbing, heating, and ventilation systems and fixtures in good working condition. Employee shall arrange for payroll deduction of the monthly billing amount.

\_\_\_\_\_ The Employee is required to pay the monthly rental amount of \$\_\_\_\_\_. The Employee shall arrange for payroll deduction of the monthly rental payment and shall authorize deductions throughout his/her occupancy. Rent is based upon fair market rental rates for the local geographical area, and includes utility costs. Rent will be recalculated biannually and adjusted with thirty (30) days written notice, to reflect the fair market rates. The employee will be required to make a security deposit equal to one month's rent.

**SECURITY DEPOSIT:** Upon moving from state-owned housing, the division housing officer will inspect the assigned housing and, if damages exist and the Employee has paid a security deposit, the security deposit will be used to cover any damages.

**USE OF PREMISES:** The premises shall be used as single-family residence. Only the Employee and his/her immediate family shall occupy the premises. Occupants must never allow former offenders to be overnight guests without written approval from the Department

director. The Department housing officer and administrator must approve long-term houseguests.

**UTILITIES:** Utilities will include water, sewer, garbage, natural gas, propane, and electricity, and will be provided by the appropriate Department division, unless otherwise specified.

**CONDITIONS OF PREMISES AND YARD:** The Department will provide a standard stove, refrigerator and dishwasher. All other appliances, furnishings and window treatments are the responsibility of the Employee. The Employee accepts the premises “as is” upon their employment and is expected to maintain the premises in the same condition.

The Employee is responsible for the upkeep of the yard and surrounding area. Offender help will not be used unless the offenders are directly supervised and pre-approved by the division housing officer and administrator.

**SECURITY COMPLIANCE:** The Employee, his/her family, and houseguests are required to comply with all security rules and regulations as set forth by Department policies and division procedures. If residing on state property, the Employee, family and guests must conduct all activities at the housing location with the understanding that they reside at a correctional facility. Contact with offenders must be minimal at all times. Offenders are not allowed in housing unless accompanied by the appropriate supervisor and the purpose is related to state-owned housing work assignments.

Social functions that involve an open invitation to the public must be pre-approved by the division housing officer and administrator. Once approved, the checkpoint and main control center must be notified prior to the event. These functions may include, but are not limited to, garage sales, wedding receptions, and open houses.

Late night vehicle traffic to and from the housing areas must be held to a minimum or involve a notification to the checkpoint or main control center.

When the emergency siren sounds, housing occupants, including houseguests, should go inside the house, account for all persons at their location and lock the doors. If additional action is needed, housing occupants will be instructed by division security or management. Traffic to and from the housing areas during the emergency siren must be held to a minimum.

**REPAIRS AND ALTERATIONS:** The Employee must keep the premises, including all appliances, clean and in good repair. If the Employee cannot rectify a maintenance problem, it is his/her responsibility to immediately notify the division housing officer. Some examples are window or door replacement; shower or tub issues; flooring; and electrical, plumbing or heating items. The Employee, based on the information discussed with the housing officer, will submit a work order to the appropriate division maintenance department to resolve the issue. It is expected that the Employee will perform routine maintenance. Some examples of routine maintenance are caulking, replacement of faucet gaskets, fixing rain cutters, general

cleaning of toilets, showers, tubs and carpet. Maintenance and repairs should be ongoing as needed to address problems.

Repairs due to neglect or abuse by the Employee or his/her family are the responsibility of the Employee. If repairs are substantial the division housing officer must be notified.

The Employee may not make any alterations to the premises without the prior written consent of the division housing officer and administrator. All locks and keys associated with state-owned housing will be processed through the division key and lock control office.

All costs associated with state-owned housing that are deemed the responsibility of the Department, will be paid through the appropriate division's budget and funds.

**INSURANCE:** Rental insurance is the sole responsibility of the Employee. The Department recommends that all Employees maintain renter's insurance to cover the value of personal property.

**INDEMNIFICATION:** The Department shall not be liable for any damage or injury to the Employee or any other person, or to any property, occurring on the premises or any part thereof or in common areas thereof, unless such damage is the proximate result of the negligence or lawful act of the Department or its agents. Employee agrees to hold the Department harmless from any claims for damages no matter how caused, except for injury or damage, for which the Department is legally responsible.

**SUBLEASING:** The Employee may not assign this lease, sublet all or any part of the premises, or allow any other person to occupy the premises.

**RIGHT OF INSPECTION:** The Department may enter the premises at reasonable times in order to examine the premises or make repairs or alterations. In the event of an actual or apparent emergency, the Department may enter the premises without notice. The Employee may not change the locks or install additional locks without the prior written consent and involvement of the division key and lock control office. The Department will perform inspections on a random basis with a minimum of twenty-four hours advance notice prior to the inspection. Noted deficiencies must be corrected immediately. Failure to properly care and maintain state-owned housing in good condition may result in eviction.

**RULES:** The Employee is required to maintain housing and surrounding property in good condition. Rules regarding the use and care of the premises and surrounding area, appliances, and other state-owned property located on the premises may be attached to this lease. The Employee agrees to strictly comply with such rules and to respect the rights of his neighbors and not maintain any animals, pets, or livestock, which are not authorized by the division housing officer. If deficiencies are noted the Employee must correct within the timeframe established by the division housing officer or administrator. Damage caused to the house or yard by animals, pets, or livestock will be immediately corrected at the expense of the Employee.

The oversight of all animals, pets, or livestock is the sole responsibility of the Employee. If an animal, pet, or livestock causes any injury to a visitor, including a Department employee, or a member of the public, the Employee is liable for the damages. If an animal, pet, or livestock causes ongoing problems, i.e. bites, damage to the house/yard, excessive barking, etc., the Employee must remove the pet from the premises.

Small domestic pets, such as dogs and cats, will be allowed if properly controlled and maintained, the maximum number allowed will be two unless otherwise approved by the Department housing officer. If the number of pets is excessive as determined by the Department housing officer, the pet numbers must be reduced.

**NOTICES:** All notices under this lease must be in writing and either delivered personally or mailed to the address of the Department and Employee stated above. Notices that are sent by mail will be deemed delivered within two days after postmarked.

**VIOLATIONS:** Violations of this policy or lease agreement may result in eviction within thirty (30) days written notice. Violations of criminal statutes or security provisions may result in immediate eviction.

**APPLICABILITY OF RESIDENTIAL LANDLORD AND TENANT ACT:** Because this rental agreement is conditioned upon employment, the Montana Residential Landlord Tenant Act (*Title 70, Chapter 24, MCA*) does not apply. However, where the statutory responsibilities of landlord and tenant under the Act are not in conflict with provisions of this agreement, they will apply as if incorporated here.

**TERMINATION:** A Department employee, who is retiring or resigning, will have 14 days to vacate following resignation or retirement from a Department position. A Department employee terminated (with cause) will have ten days to vacate.

**WAIVER:** No failure of the Department to enforce any term of this agreement shall be deemed a waiver of Department's right to the Employee's full performance.

**NOTICES:** Any notice which either party may give or is required to give, may be given by mailing same, postage prepaid, to the applicable Department housing officer at 350 or 600 (whichever applies) Conley Lake Rd. Deer Lodge, Montana 59722.

**ADDITIONAL TERMS AND CONDITIONS:** *DOC Policy 2.3.1, Staff Housing* is incorporated as part of this agreement. All provisions of this policy will be enforceable as part of this agreement. The Department will supply a copy of the Staff Housing policy to the Employee at or before the time of signing of this agreement.

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.

The undersigned employee hereby acknowledges receipt of a copy of this agreement and *DOC Policy 2.3.1, Staff Housing*.

Employee \_\_\_\_\_  
Date \_\_\_\_\_

Department Housing Officer \_\_\_\_\_  
Date \_\_\_\_\_

Division Housing Officer \_\_\_\_\_  
Date \_\_\_\_\_

Warden or Administrator \_\_\_\_\_  
Date \_\_\_\_\_

*(If the housing is for the warden or administrator, this must be signed by the Department director)*